

## **REMARKS**

In view of the preceding amendments and the following comments, and pursuant to 37 C.F.R. § 1.116, Assignee respectfully requests reconsideration of the Final Office Action mailed April 30, 2008 ("Office Action").

### **Telephonic Interviews**

Assignee thanks the Examiner, Charles C. Agwumezie, for the courtesies extended to Assignee's representative, Robert Summers (reg. no. 57,844), during the telephonic interviews that took place on April 21-22, 2008. During the interview held on April 21<sup>st</sup>, the Examiner suggested amendments that would clarify the claims. However, subsequent to the April 21<sup>st</sup> interview, the Assignee's representative submitted the reference Bosco et al. (U.S. Patent No. 5,191,522). During the interview held on April 22<sup>nd</sup>, claim 1, in view of Bosco was discussed. Although, no agreement was reached during either interview, Assignee has amended claims 1, 4, 14, 19, 20 and 21, in accordance with the suggestions made by the Examiner, in order to place the claims in condition for allowance. Assignee believes that the claim amendments do not require further consideration and/or search.

### **Detailed Remarks**

#### **I. Rejections Under 35 U.S.C. § 103(a)**

The Office Action rejected claims 1-12, 14, 16-20, 22-26, under 35 U.S.C. §103(a) as being unpatentable over Dimitrios et al. (U.S. Patent No. 5,659,723) in view of Bosco et al. (U.S. Patent No. 5,191,522). The Office Action rejected claims 21, 27, 29, and 31, under 35 U.S.C. §103(a) as being unpatentable over Dimitrios and Bosco and further in view of Hele et al. (U.S. Patent Application Publication No. 2002/0111835 A1). The Office Action rejected claim 30, under 35 U.S.C. §103(a) as being unpatentable over Dimitrios in view of Bosco and further in view of Moore et al. (U.S. Patent No. 5,446,885).

Claims 1-12, 14, and 16-19

Claim 1 recites at least three features that Dimitrios alone or in combination with Bosco does not teach or suggest. Firstly, claim 1, as amended, recites "a second account role for the first customer data object with respect to the second account ID, the second account role different from the first account role, that establishes multiple different roles for a customer identified by the first customer ID with respect to multiple different accounts identified by the first account ID and the second account ID." In other words, a customer ID may correspond to different account roles for different account IDs. The Office Action indicates that Dimitrios, in combination with Bosco, discloses all the features of claim 1.

However, Dimitrios, alone or in combination with Bosco (the "Dimitrios-Bosco" combination), does not disclose establishing multiple different roles for a customer identified by a customer ID with respect to multiple different accounts as claimed. Instead, Dimitrios describes a method for automatically translating application program modeling data expressed in entity/relationship terminology into computer application program model data expressed in object oriented terminology. The Office Action at page 4 concedes that Dimitrios does not disclose establishing multiple different roles for a customer identified by a customer ID with respect to multiple different accounts as claimed. Bosco is directed to a system for processing group insurance accounts. Bosco, at col. 14, ll. 61-64, indicates that each case "must be the account of one and only one client" and that each case is unique to a single client. Bosco, at col. 6, ll. 58-59, indicates that a case is an association of all the components of a plan of insurance for a client. Bosco, at col. 17, ll. 42-43, indicates that each insured "must be covered by one and only one client." Although a client may have multiple cases, nowhere does Bosco teach or suggest that a client's role may be different between cases. Bosco, at Figures 2 and 3, shows an entity relationship model with a client and case, but does not show an insured. Bosco, at Figure 6, shows an entity relationship model with a client and insured, but does not show a case. Bosco clearly indicates that participants and dependents of a client can only be covered by one and only one client. Nowhere does Bosco teach or suggest that the participants and dependents of a client can correspond

to multiple cases. Thus, the Dimitrios-Bosco combination cannot be read to teach or suggest "a second account role for the first customer data object with respect to the second account ID, the second account role different from the first account role, that establishes multiple different roles for a customer identified by the first customer ID with respect to multiple different accounts identified by the first account ID and the second account ID." Therefore, independent claim 1 and dependent claims 2-12, 14 and 16-19, which depend from claim 1, are patentable over the Dimitrios-Bosco combination.

Secondly, claim 1 recites "a third account role for the first customer data object with respect to the first account ID, the third account role different from the first account role, that establishes multiple different roles for the customer identified by the first customer ID with respect to the account ID identified by the first account ID." In other words, a customer ID may correspond to multiple different roles with respect to an account ID.

Bosco cannot be read to teach or suggest a customer ID that corresponds to multiple different roles with respect to an account ID, as claimed. Bosco, at col. 10, ll. 25-34, indicates that the insured is a person (employee/member or dependent) and the insured entity provides descriptive information about individuals as participants (or dependents of participants) in a group insurance plan. Bosco describes roles that include a client, a participant (employee/member), and a dependent of a participant (a spouse or child). Bosco expressly mentions 'insured ID' twice in the entire specification at col. 10, ll. 35-52. Bosco, at col. 10, ll. 36-40, indicates that an insured role entity "associates a role type with an insured ID to record whether an insured plays the role of a participant, spouse, or child of the participant within a case." Bosco, at col. 10, 50-52, indicates that the insured dependent association entity "associates one insured person with another (using insured IDs) to define whether one is a spouse or child of the other." Bosco, at col. 6, ll. 22-23, col. 5, ll. 35-51, and col. 16, ll. 26-29, indicates that a participant is an employee/member and each "dependent must be insured under one and only one participant," and if an individual is coincidentally insured under two participants Bosco "recognizes this individual twice as two separate dependents." Nowhere does Bosco indicate how an individual is recognized as two separate

dependents. Although Bosco, at col. 10, ll. 35-41, indicates that the insured role entity "allows for the fact that the same person may be insured on a single case both as a participant and as a dependent," nowhere does Bosco teach or suggest that a single insured ID is used to recognize a person as a participant and a dependent for a single case. Thus, Bosco cannot be read to teach or suggest a customer ID that corresponds to multiple different roles with respect to an account ID as claimed.

Thirdly, claim 1 recites "an offering involvement entity class that establishes a relationship between at least one of the customer data objects and one of the offering data objects." Claim 1 also recites the "offering entity class comprises a program entity class, wherein the program entity class establishes relationships between multiple service data objects and multiple product data objects." The Office Action indicates that Dimitrios, in combination with Bosco, discloses all the features of claim 1. However, Dimitrios, alone or in combination with Bosco (the "Dimitrios-Bosco" combination), does not disclose a program entity class that establishes relationships between multiple service data objects and multiple product data objects as described in claim 1.

Bosco, at col. 20, ll. 45-60, indicate that coverages and services comprise a group product. Bosco, at col. 20, ll. 60-68, indicates that services are group insurance business functions necessary to administer each product. In other words, Bosco does not describe products and services in combination. Nowhere does Bosco teach or suggest that services are anything more than in support of insurance products offered to clients. Bosco, at col. 12, ll. 52-68, indicates that service is an insurance activity that enables a coverage to be administered according to the funding method specified for that coverage. Bosco, at col. 28, ll. 9-14, describes a product development program module that provides information necessary to enhance current products or to develop new products. Nowhere does Bosco express even the slightest notion of a program entity class that establishes relationships between multiple service data objects and multiple product data objects as claimed. Neither Dimitrios nor Bosco, alone or in combination, describes a program entity class that establishes relationships between multiple service data objects and multiple product data objects as claimed. For at least the above reasons, independent claim 1 is patentable over the Dimitrios-Bosco

combination. For at least the same reasons as stated above regarding claim 1, dependent claims 2-12, 14, and 16-19, which depend from claim 1, are patentable over the Dimitrios-Bosco combination.

The Application, at ¶ 0116, indicates that the three-tiered structure described therein enables the ability to combine products and services together to create programs that are tailored to an account. In contrast to claim 1, the Dimitrios-Bosco combination does not teach or suggest a program entity class that establishes relationships between multiple service data objects and multiple product data objects. Moreover, the Dimitrios-Bosco combination does not teach or suggest offerings or programs that include a combination of products and services. Therefore, the Dimitrios-Bosco combination does not show all the features of independent claim 1. Thus, claim 1, from which claims 2-12, 14, and 16-19 depend, is patentable over the Dimitrios-Bosco combination. For at least the same reasons as stated above and for the independently patentable features recited by claims 2-12, 14, and 16-19, which depend from claim 1, claims 2-12, 14, and 16-19 are patentable over the Dimitrios-Bosco combination.

Dependent claims 3, 5, and 7 describe an account entity that includes a first account ID attribute defined as a primary key, an account group entity that includes an account ID attribute defined as a foreign key, and a customer entity that includes a first customer ID attribute as a primary key, respectively. Claim 1, from which claims 3, 5, and 7 depend, describes establishing multiple different roles for a customer identified by a customer ID with respect to multiple different accounts as claimed. The Office Action indicates that the Dimitrios-Bosco combination discloses all the features of claims 3, 5, and 7. However, Dimitrios and Bosco, alone or in any combination, do not show all the features of claim 1, from which claims 3, 5, and 7 depend, such as establishing multiple different roles for a customer identified by a customer ID with respect to multiple different accounts as claimed. For at least the same reasons as stated above and for the independently patentable features recited by claims 3, 5, and 7, which depend from claim 1, claims 3, 5, and 7 are patentable over the Dimitrios-Bosco combination.

Claims 20, and 22-26

Claim 20 is directed to a system that recites, as amended, "a second account role for the first customer data object with respect to the second account ID, the second account role different from the first account role, that establishes multiple different account roles for a customer identified by the first customer ID with respect to multiple different accounts identified by the first account ID and the second account ID." Claim 20 recites "a third account role for the first customer data object with respect to the first account ID, the third account role different from the first account role, that establishes multiple different roles for the customer identified by the first customer ID with respect to the account ID identified by the first account ID." The Office Action asserts that the Dimitrios-Bosco combination discloses all the features of claim 20. However, Dimitrios, alone or in combination with Bosco, does not disclose establishing multiple different account roles for a customer identified by the first customer ID with respect to multiple different accounts as claimed. Moreover, although Bosco, at col. 10, ll. 35-41, indicates that the insured role entity "allows for the fact that the same person may be insured on a single case both as a participant and as a dependent," nowhere does Bosco teach or suggest that a single insured ID is used to recognize a person as a participant and a dependent for a single case. Thus, the Dimitrios-Bosco combination cannot be read to teach or suggest a customer ID that corresponds to multiple different roles with respect to an account ID as claimed. For at least the above reasons, claim 20 is patentable over the Dimitrios-Bosco combination.

Claim 20 recites "an offering entity class that establishes multiple offering data objects" and "an offering involvement entity class that establishes a relationship between at least one of the customer data objects and one of the offering data objects." Claim 20 recites "the offering entity class comprises a program entity class, wherein the program entity class establishes relationships between multiple service data objects and multiple product data objects." For at least the reasons above, claim 20 is patentable over the Dimitrios-Bosco combination. For at least the same reasons as stated above and for the independently patentable features recited by claims 22-26, which depend from claim 20, claims 22-26 are patentable over the Dimitrios-Bosco combination.

Claims 21, 27, and 29-31

Claim 21, as amended, recites "the risk data objects define risk factors associated with addressing risks to customers and accounts, comprising: risk factors addressed by products; and risk factors addressed by services." In other words, the risk factors as claimed are from the perspective of the customer not the risks factors from the perspective of an institution that offers the customer products to address the risks to the customer. The Office Action asserts that Dimitrios, in combination with Bosco and Hele (the "Dimitrios-Bosco-Hele" combination) show all the features of claim 21.

However, the Dimitrios- Bosco-Hele combination does not teach or suggest the type of risk described by claim 21. Dimitrios, Bosco, and Hele, alone or in any combination, do not teach or suggest "the risk data objects define risk factors associated with addressing risks to customers and accounts." Instead, Hele describes, at ¶¶ 0021 and 0047, querying a user about risk during an evaluation for life insurance coverage and collecting information from the user and any other sources. Hele indicates, at ¶ 0080, 0096, and 0122-0123, that underwriting is a determination of the risk associated with insuring a particular user. Hele at ¶ 0118 indicates that the user may represent an unacceptable risk based on their financial situation, physical build, medical conditions, or participation in risky activities. In other words, Hele may at best teach or suggest risks to an institution and the risk factors associated with insuring a customer by the institution. However, Hele cannot be read to teach or suggest risk factors associated with addressing risks to customers. In other words, the risk factors addressed by products associated with addressing risks to a customer are different from risk factors addressed by products offered to customers by an institution that address risks to the institution.

The Application, at ¶ 0100, describes providing insurers an opportunity to view risks in the context of the business needs of a customer. In other words, claim 21 describes products and services offered to customers to address risks to the customers, in contrast to addressing the risk to a financial institution with a product offered by the financial institution to customers. The Application, at ¶ 0091, describes establishing relationships used to identify "more granular risk patterns for underwriting and therefore

greater precision in risk assessment." Because the type of risk and the relationships defined between risks, customers, accounts, products and services, used to provide the granular risk patterns described by claim 21 are distinguishable from the risk taught by the Dimitrios-Bosco-Hele combination, claim 21 is patentable over the references. Even if the Dimitrios- Bosco-Hele combination were proper, the combination at best teaches or suggests products that address the risk to an institution offering those products to customers.

Claim 21 also recites "a second account role for the first customer data object with respect to the second account ID, the second account role different from the first account role, that establishes multiple different account roles for a customer identified by the first customer ID with respect to multiple different accounts identified by the first account ID and the second account ID." Claim 21 recites "providing a program entity class that establishes relationships between the service data objects, the product data objects and the risk data objects." However, Dimitrios, Bosco, and Hele, alone or in any combination, do not teach or suggest establishing multiple different roles for a customer identified by a customer ID with respect to multiple different accounts as claimed.

For at least the reasons above, claim 21 is patentable over the Dimitrios-Bosco-Hele combination. For at least the same reasons as stated above and for the independently patentable features recited by claims 27, and 29-31, which depend from claim 21, claims 27 and 29-31 are patentable over the references.

Regarding claim 30, which depends from claim 21, the Office Action at page 26 asserts that Moore et al. discloses at least one relationship between the customer data objects and the risk data objects defines multiple risk factors. However, the Assignee believes the Office Action intended to refer to Hele. Notwithstanding, for at least the same reasons as above, Dimitrios, alone or in any combination with Bosco, Hele or Moore et al., does not teach or suggest all the features of independent claim 21. For at least the same reasons as stated above and for the independently patentable features recited by claim 30, which depends from claim 21, claim 30 is patentable over the references.



## **Conclusion**

With this response, the present pending claims of this application are allowable, and Assignee respectfully requests the Examiner to issue a Notice of Allowance for this application. Should the Examiner deem a telephone conference to be beneficial in expediting allowance/examination of this application, the Examiner is invited to call the undersigned attorney at the telephone number listed below.

Respectfully submitted,



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